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*To ensure access to high-quality,
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health care to Los Angeles County
residents through direct services at
DHS facilities and through
collaboration with community and
university partners.*



www.dhs.lacounty.gov

May 19, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO TWO CHILD CARE CENTER
OPERATOR
SERVICES AGREEMENTS
(SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5)
(3 VOTES)**

SUBJECT

Request approval to extend two Child Care Center Operator Services Agreements for the continued provision of infant and child care services at designated County facilities.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute Amendment No. 4 to the no cost Child Care Center Operator Services (CCCOS) Agreement No. H-703397 with Child Development Consortium of Los Angeles (CDCLA), effective upon execution to extend the term for the period July 1, 2015 through December 31, 2015, with option to further extend the Agreement term for up to three (3) additional months on a month-to-month basis, for the continued provision of infant and child care services for the children of County employees and the community at LAC+USC Medical Center and Olive View-UCLA Medical Center.

2. Authorize the Director, or his designee, to execute Amendment No. 5 to the no cost CCCOS Agreement No. H-703405 with Knowledge Universe Education, LLC (KU), effective upon execution to extend the term for the

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 OF MAY 19, 2015

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

period July 1, 2015 through December 31, 2015, with option to further extend the Agreement term for up to three (3) additional months on a month-to-month basis, for the continued provision of infant child care services for the children of County employees and the community at Harbor-UCLA Medical Center, H. Claude Hudson Comprehensive Health Center, and Rancho Los Amigos National Rehabilitation Center.

3. Delegate authority to the Director, or his designee, to execute future amendments to Agreements H-703397 and H-703405, to: 1) further extend the term of each Agreement for up to three (3) additional months, from December 31, 2015, on a month-to-month basis, through March 31, 2016, subject to prior review and approval by County Counsel and with notification to the Board and Chief Executive Office; and, 2) add, delete and/or change provisions that may be required by law or Board policy, or other non-substantive terms and conditions in the Agreements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first two recommendations will allow the Director, or his designee to execute two Amendments, substantially similar to Exhibits I and II, to extend the term of two Agreements that are scheduled to expire June 30, 2015. The extension of these Agreements is necessary to facilitate the continued access to high quality, affordable and conveniently located child care services to County employees and the community at large, with priority given to County employees. The extension will also provide the Department of Health Services (DHS) the additional time necessary to complete its' development and execution of a solicitation process. The solicitation is targeted for release before fiscal-year end.

Approval of the third recommendation will allow the DHS to exercise the option to extend the terms of each Agreement for up to an additional three months, on a month-to-month basis through March 31, 2016. Approval of this recommendation will also allow the Director to add, delete and/or change provisions as may be required by law or Board policy or other non-substantive terms and conditions in the Agreements.

FISCAL IMPACT/FINANCING

There is no money exchanged between DHS and the Contractors. The child care centers are self-supporting with fees paid by the parents of the children enrolled at the centers. The County provides in-kind support via rent free space, as well as facility and other services to the Contractors. In return, the Contractors provide affordable and conveniently located child care for County employees and the community at the various DHS locations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Infant and child care services are offered at various County locations to provide affordable and conveniently located child care for County employees. Responsibility for contracting for these services resides with the County departments responsible for the sites/facility where the child care center is physically located.

The Board approved the Agreements with CDCLA and KU (formerly known as Knowledge Learning Corporation) on July 8, 2008, for the provision of infant and child care operator services for the period of August 1, 2008 through June 30, 2013. Subsequently, under delegated authority, these Agreements were extended through December 31, 2014 with an additional six (6) month extension

effective January 1, 2015 through June 30, 2015 while a solicitation was in development.

The Agreements may be terminated for convenience by the County upon ninety (90) calendar days with prior written notice.

County Counsel has approved Exhibits I and II, as to form.

CONTRACTING PROCESS

The current Agreements were awarded as a result of a competitive solicitation process. DHS is in the process of conducting a new solicitation to continue offering child care operator services at the five DHS Facilities. The Second Supervisorial District is interested in offering child care operator services at the Martin Luther King, Jr. Outpatient Clinic and is included as an additional site in the current solicitation.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will continue to facilitate access to affordable and conveniently located child care for County employees and the community.

Respectfully submitted,

A handwritten signature in black ink that reads "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.

Director

MHK:ls

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

THIS AMENDMENT is made and entered into this _____ day of _____, 20____,

Business Address:
315 W. 9th Street, Suite 500
Los Angeles, CA 90015

2. Paragraph 1, TERM shall be deleted in its entirety and replaced as follows:

“1. TERM: The term of the Agreement shall commence and become effective August 1, 2008, and shall remain in full force and effect through December 31, 2015.

The County shall have the sole option to extend this Agreement term for up to three (3) additional months, on a month-to-month basis, through March 31, 2016. Such option and extension shall be exercised at the sole discretion of the Director or his designee as authorized by the Board of Supervisors, and in accordance to Paragraph 44, Alteration of Terms.

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension.”

3. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

[illegible]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

CHILD DEVELOPMENT CONSORTIUM OF
LOS ANGELES

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
Mark J. Saladino, County Counsel

By _____
James C. Carnevale, Deputy County Counsel

CHILD CARE CENTER OPERATOR SERVICES AGREEMENT
HARBOR-UCLA MEDICAL CENTER, H. CLAUDE HUDSON COMPREHENSIVE
HEALTH CENTER AND RANCHO LOS AMIGOS NATIONAL REHABILITATION
CENTER

Amendment No. 5

THIS AMENDMENT is made and entered into this _____ day of _____,
20____,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

KNOWLEDGE UNIVERSE EDUCATION LLC
(hereafter "Contractor")

Business Address:
650 NE Holladay Street – Suite 1400
Portland, Oregon 97232

WHEREAS, reference is made to that certain document entitled Child Care Center Operator Services dated August 1, 2008, and further identified as Agreement No. H-703405 and any Amendments thereto (all hereafter referred to as "Agreement") and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend the current term for an additional six (6) months at Harbor-UCLA Medical Center, H. Claude Hudson Comprehensive Health Center, and Rancho Los Amigos National Rehabilitation Center; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 44, Alteration of Terms, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

KNOWLEDGE UNIVERSE EDUCATION, LLC

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
Mark J. Saladino, County Counsel

By _____
Jason C. Carnevale, Deputy County Counsel